

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474338

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Loud Audio, LLC		05/09/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Yamaha Guitar Group, Inc.		
Street Address:	26580 Agoura Road		
City:	Calabasas		
State/Country:	CALIFORNIA		
Postal Code:	91302		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2498380	AMPEG	
Registration Number:	4114433	A	
Registration Number:	2176830	PORTAFLEX	
Registration Number:	2348946	ROCKETBASS	
Registration Number:	1419056	SVT	
CORRESPONDENCE DATA			
Fax Number:	3105530687		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3105533610		
Email:	ipmail@greenbergglusker.com		
Correspondent Name:	Elizabeth Sbardellati		
Address Line 1:	1900 Avenue of the Stars		
Address Line 2:	Suite 2100		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Elizabeth Sbardellati		
SIGNATURE:	/elizabeth sbardellati/		
DATE SIGNED:	05/16/2018		
Total Attachments: 9			

CH \$140.00 2498380

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Assignment of Intellectual Property Rights

This Assignment of Intellectual Property Rights (this "Assignment") is made and entered into as of May 9, 2018 by and between Loud Audio, LLC, a Delaware limited liability company ("Seller"), and Yamaha Guitar Group, Inc., a California corporation ("Buyer").

WHEREAS, Buyer and Seller have entered into that certain Asset Purchase Agreement, dated as of May 9, 2018 (the "Agreement"); and

WHEREAS, under the terms of the Agreement, Seller has agreed to, among other things, assign to Buyer all of Seller's right, title and interest in and to the Business Owned Intellectual Property (as such term is defined in the Agreement), including without limitation the intellectual property set forth on Schedule A.

NOW, THEREFORE, intending to be legally bound and in consideration of the mutual provisions set forth in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to such terms in the Agreement.

2. Seller does hereby convey, transfer, assign and deliver absolutely and forever to Buyer all of Seller's right, title and interest of every kind and nature in and to the Business Owned Intellectual Property, including without limitation (i) the intellectual property set forth on Schedule A, (ii) the right to apply for new registrations for the Business Owned Intellectual Property, (iii) the right to prosecute, maintain, enforce, use and otherwise exploit Business Owned Intellectual Property, (iv) all income, royalties, damages, and payments hereafter due or payable to Seller with respect to the Business Owned Intellectual Property, including without limitation the right to sue for past, present or future infringement, misappropriation or dilution of any of the Business Owned Intellectual Property or the associated goodwill, (v) all good will of the Business associated with the Business Owned Intellectual Property, and (vi) all rights in and under the Business Owned Intellectual Property to the fullest extent allowed by law as fully as Seller would have held the same in the absence of this Assignment.

3. Seller hereby requests the Commissioner of Patents and Trademarks, the U.S. Copyright Office, and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Buyer as the owner of the patents, trademarks, copyrights, or other Business Owned Intellectual Property (as applicable) transferred to Buyer hereunder, and to issue any and all patents, trademarks, copyrights or other Business Owned Intellectual Property (as applicable) transferred to Buyer hereunder to Buyer, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Buyer, its successors, assigns or other legal representatives. Seller hereby covenants and agrees that, at any time and from time to time forthwith upon the written request of Buyer, Seller shall (i) use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Assignment, (ii) execute any documents, deeds, assignments (including short-form assignment agreements for purposes of recordation), transfers, assurances, instruments or conveyances of any kind which may be reasonably necessary or advisable to convey, transfer, assign and deliver unto and vest in Buyer title to all of Seller's right in and to the Business Owned Intellectual Property, and (iii) cooperate with each other in connection with the foregoing.

4. This Assignment is subject in all respects to the terms and conditions of the Agreement and is intended only to document the assignment of the Business Owned Intellectual Property. Nothing contained in this Assignment shall be deemed to supersede any of the obligations, agreements, representations, covenants or warranties of Seller and Buyer contained in the Agreement.

5. This Assignment (and any claim or controversy arising out of or relating to this Assignment) shall be governed by the law of the State of New York without regard to conflict of law principles that would result in the application of any law other than the law of the State of New York.

6. This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same instrument. The parties agree that this Assignment shall be legally binding upon the electronic transmission, including by facsimile or email, by each party of a signed signature page to this Assignment to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

[Signature Pages Follow]

2018.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 9th day of May

LOUD AUDIO, LLC

By: Ken Fintel

Name Printed: Ken Fintel

Title: Vice President

Date: May 9, 2018

STATE OF

§

§ ss.

COUNTY OF

§

On _____, before me, _____, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

See attached Notary Certificate

Notary Signature

[Signature Page to Assignment of Intellectual Property Rights]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

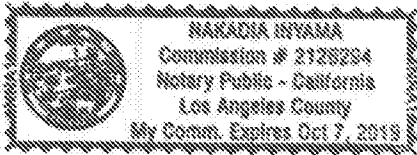
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On May 9, 2010 before me, Nakadia Inyama, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Ken Firtel
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

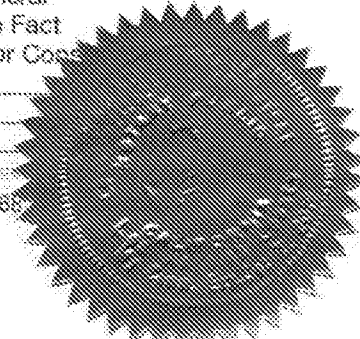
Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Assignment of
Title or Type of Document: Intellectual Property Rights Document Date: 5/9/10
Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Ken Firtel
Signer's Name:
[] Corporate Officer -- Title(s): VP [] Corporate Officer -- Title(s):
[] Partner -- [] Limited [] General [] Partner -- [] Limited [] General
[] Individual [] Attorney in Fact [] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator [] Trustee [] Guardian or Conservator
[] Other: [] Other:

Signer is Representing: Signer is Representing:



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

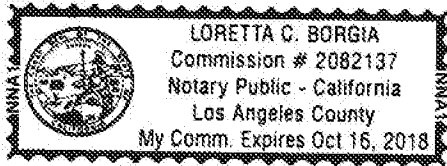
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On May 9, 2018 before me, Loretta C. Borgia
Date Here Insert Name and Title of the Officer
personally appeared Marius Byle
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Assignment of Intellectual Property Rights Document Date: 5/9/18
Number of Pages: 1 Signer(s) Other Than Named Above: N/A





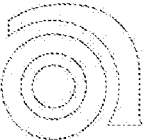
Capacity(ies) Claimed by Signer(s)

Signer's Name: Marius Byle
 Corporate Officer — Title(s): Resident
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other:
Signer Is Representing: Monika Beauty Corp

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

SCHEDULE A TO ASSIGNMENT

TRADEMARKS AND TRADEMARK REGISTRATIONS

Mark	Country	Application No.	Application Date	Registration No.	Registration Date	Owner
AMPEG	Argentina	3.326.390	05/13/2014	2890084	06/02/2017	Loud Audio, LLC
AMPEG	Canada	836.819	02/20/1997	TMA515973	08/31/1999	Loud Audio, LLC
AMPEG & A Design	Canada	571.847	10/28/1986	TMA337551	02/26/1988	Loud Audio, LLC
						
A (Stylized)	China	10263211	12/02/2011	10263211	02/07/2013	Loud Audio, LLC
						
A (Stylized)	China	10263016	12/02/2011	10263016	02/07/2013	Loud Audio, LLC
						
AMPEG	China	7378024	05/07/2009	7378024	01/14/2014	Loud Audio, LLC
AMPEG	China	7378025	05/07/2009	7378025	08/21/2010	Loud Audio, LLC
AMPEG	Ecuador	90510	08/28/1998	915-00	03/03/2000	Loud Audio, LLC
AMPEG	European Union	009307117	08/11/2010	009307117	02/21/2011	Loud Audio, LLC
AMPEG (Stylized)	Japan	708763/93	06/30/1983	1597892	06/30/1983	Loud Audio, LLC
			05/31/1977			
AMPEG	Mexico	348499	09/28/1998	595357	11/30/1998	Loud Audio, LLC
A (Stylized)	United States	85/368293	07/11/2011	4114433	03/20/2012	Loud Audio, LLC
						
AMPEG	United States	76/168162	11/20/2000	2498380	10/16/2000	Loud Audio, LLC
PORTAFLEX	United States	75/322439	07/10/1997	2176830	07/28/1998	Loud Audio, LLC
ROCKETBASS	United States	75/317283	06/30/1997	2348946	05/09/2000	Loud Audio, LLC
SVT	United States	73/598293	05/12/1986	1419056	12/02/1986	Loud Audio, LLC

COMMON LAW TRADEMARKS AND NAMES

RoundSound

Diamond Blue
Reverberocket
Heritage Series
Heritage SVT-CL
Heritage R-12R
Heritage B-15N
Heritage SVT-410HLF
Heritage SVT-810E
Classic Series
Micro-VR
Micro-CL
SVT-VR
SVT-CL
V-4B
SVT-15E
SVT-212AV
SVT-112AV
SVT-810E
SVT-810AV
SVT-610HLF
SVT-410HLF
SVT-410HE
Portaflex Series
PF-20T
PF-50T
PF-350
PF-500
PF-800
PF112HLF
PF-115HE
PF-210HE
PF-115LF
PF-410HLF
Pro Neo Series
PN-410HLF
PN-210HLF
PN-115HLF
SVT Pro Series
SVT-3PRO
SVT-4PRO
SVT-7PRO
Bassamp Series
BA-108
BA-110
BA-112
BA-115
BA-210
Pedals
Classic
SCR-DI
Scrambler
Liquifier
Opto Comp
Accessories
AFP-1 Footswitch
AFP-2 Footswitch
AFP-3 Footswitch

DOMAIN NAMES

Domain Name	Expiration Date	Account Holder
ampeg.com	04/10/2019	Loud Audio, LLC

SOCIAL MEDIA ACCOUNTS

Platform	URL	Account Holder
Facebook	https://www.facebook.com/AmpegUSA/	Loud Audio, LLC
Twitter	https://twitter.com/ampeg	Loud Audio, LLC
Instagram	https://www.instagram.com/ampeg/	Loud Audio, LLC
YouTube	https://www.youtube.com/user/ampegtv	Loud Audio, LLC
Pintrest	https://www.pinterest.com/ampegusa/	Loud Audio, LLC